

ORIGINAL UNPUBLISHED MANUSCRIPT

- a.** How we will apply payment to the Finance Charge. We will apply each payment to the earned and unpaid part of the Amount Financed and to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c.** How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on time. If you do not, your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may save the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the date the scheduled payment is due.
- d.** You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If part of the Amount Financed is at any time prepaid, if you so wish, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- 2. YOUR OTHER PROMISES TO US**
- a.** If the vehicle is damaged, destroyed, or missing, you agree to pay us as you would for the contract even if the vehicle is damaged, destroyed, or missing.
Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, sell, rent, lease, or transfer any interest in the vehicle, or in this contract without our written permission; you agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c.** Security Interest.
You give us a security interest in:
 - The vehicle and its contents or goods put on it,
 - All money or proceeds received (or expected) for the vehicle,
 - All insurance, maintenance, service, or other contracts we finance for you, and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you, andany other interests or claims against the vehicle. Our other contracts we finance for you include any returns of premiums or charges from the contracts.
This security promise gives all you own on the contract. It also secures your other agreements in this contract. You, we, and the lender share our security interest. We cannot release you. You will not allow any other security interest to be placed on the life without our written permission.
- d.** Insurance you must have on the vehicle.
You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of the contract. The insurance must cover your entire interest in the vehicle. You agree to name us on your contract policy as an additional insured named party or on your certificate of title as an additional insured and as lost payee. If you do not have the insurance we want, we choose, both physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest to the extent permitted by applicable law. I/we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance plus a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits.
If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e.** What happens to reinsurance, maintenance, service, or other contracts we finance for you.
Insurance, maintenance, service, or other contracts we finance for you, we may substitute the refund from what you owe.
- 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**
- a.** You may owe less charges. You will pay a late charge on any payment made after the time. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.
- b.** If you pay late, we may also take the steps described below.
You may have to pay all you owe at once. If you break your promises (late), we may demand that you pay all you owe on the contract at once. Default means:
- You do not pay any payment on time,
 - You give false, incomplete, or misleading information during debt collection,
 - You start a proceeding in bankruptcy or are in started against you or your property, or
 - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges and any amounts due because you defaulted.
- d.** We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device such as GPS, you agree that we may use the device to find the vehicle if we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for those things back, we may dispose of them at the law allows.
- e.** How you can get the vehicle back if we take it. If we repossessed the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f.** We will take the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs for the sale process are also allowed expenses. If any money is left (surplus), we will pay it to you. Unless the law requires us to pay it to someone else, money from the sale is not enough to pay the amount you owe. You must pay the rest to us if you do not pay this amount when we ask we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g.** What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. We demand that you pay all your own expense or we possess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle as the law allows. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- 4. WARRANTIES SELLER DISCLAIMS**
Unless the Seller makes a written warranty, or enters into service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.
- 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventana sobre este vehículo es parte del contrato de venta. La información del formulario de la ventana deja sin efecto todo disponible en contrario contenido en el contrato de venta.
- 6. Servicing and Collection Contacts.**
You agree that we may try to contact you by writing, by e-mail, or using pre-recorded/automatic voice messages, text messages, and automatic telephone dialing systems as the law allows. You also agree that we may try to contact you through the number(s) on the address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.
- 7. Applicable Law**
Federal Law and the law of the state of New Jersey apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION
PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS
CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION

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